

AGREEMENT

between

TOWNSHIP OF LAKEWOOD

and

AFSCME LOCAL #3790

(January 1, 2011 through December 31, 2012)

PREAMBLE: Purpose

This Agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

I. AFSCME RECOGNITION

The Township recognizes the American Federation of State, County and Municipal Employees Council 71 as the sole bargaining agent for all permanent full and part time white collar employees, and police mechanics in accordance with PERC RO 91-164 dated 28 May 1991, and all other titles that the parties may later mutually add, excluding all Department and Division Heads, Managerial Executives, Craft Blue Collar, Police and EMT employees, Confidentials and Supervisors within the meaning of the Act, and other employees.

II. UNION DUES

- A. Pursuant to NJS 52:14-19.9(e), as amended, the Township agrees to deduct the union's monthly dues and initiation fees from the pay of the employees who authorize the Township in writing to do so. Deductions shall be made weekly. All amounts deducted shall be remitted to the union once a month no later than the tenth day of the month following deduction. The Township agrees to furnish the union upon request, monthly, with a list of all employees whose dues and initiation fees have been deducted. The Township also agrees to furnish the union upon request, not more than monthly, with a list of newly hired employees and terminated employees. The union will advise the Township in writing of the amount of the initiation fees and monthly dues.

- B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, all non members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.



III. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation, (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.
2. "A grievant" is defined as any bargaining unit employee or party to this agreement who has a grievance as defined herein. The Union may file a grievance on behalf of an injured or unavailable employee and may file a class grievance on behalf of two or more employees if the grievance involves common issues of fact and law.
3. "A written grievance" shall comply with the following criteria:
 - I. It shall set forth the name of the employee (s) and/or party alleged to be aggrieved.
 - II. It shall set forth the date of the occurrence or event giving rise to the grievance.
 - III. It shall set forth a concise statement of the facts giving rise to the grievance.
 - IV. It shall state the specific section of the agreement, policy or administrative decision which forms the basis of the grievance.
 - V. It shall set forth the specific relief requested.
4. Disputes concerning terms and conditions of employment governed by state or federal statute or state or federal administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step 2.

B. Steps

STEP 1. An employee having a grievance shall present it orally, either individually or in the presence of the union steward or a member of the union committee, to his immediate supervisor, within fifteen (15) days after the occurrence of the matter which has been grieved. If such grievance is not forthcoming within 15 days, it shall be considered null and void.

STEP 2. If the grievance is not satisfactorily adjusted, within five (5) working days after presentation to the immediate supervisor, the grievance shall be presented in writing to the Township Manager by the union steward or committee member involved in Step 1 of the grievance. The Township Manager shall, upon receipt of the grievance, designate a time within fifteen (15) working days for discussion of the grievance with the aggrieved employee and the union committee or representative. The decision rendered shall be advisory and not binding.

STEP 3. If the grievance is not resolved through the above procedure, the Union may submit the dispute to binding arbitration, providing such request is made no later than thirty (30) working days after the decision at Step 2. This dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. No employee shall be denied compensation for their appearance as a witness at any arbitration hearing. The arbitrator shall be bound by the provisions of this Agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts as presented to him. The decision of the arbitrator shall be in writing, setting forth the reasons therefore, and shall be final and binding upon the parties.

- C. Step 1 and Step 2 may be presented, and a mutually agreeable time will be arranged between the Department Head, the representative, the union committee, and the Township Manager. Nothing herein shall prevent the parties from mutually extending or reducing the time within which the grievance shall be processed, at any step in the grievance procedure. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss a pending grievance at any step.
- D. An aggrieved employee shall suffer no loss of pay as a result of work time spent in his own behalf in any hearing. The designated union representative shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein, during working hours, without loss of pay.
- E. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver.



IV. SENIORITY

- A. All newly hired employees shall be considered as probationary employees for the first three (3) months of service. Upon completion of the probationary period, such employees' seniority shall date from their original date of hiring. Seniority to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task.

When employees are laid off, in accordance with Civil Service, employees in each classification with the longest service shall be laid off last and rehired first. All such lay-offs shall be based upon the classification seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid off. No new employees shall be hired until all laid off employees within a classification shall first have been recalled.

- B. A newly hired employee who previously worked with the Township but who was terminated or resigned for any reason shall be considered a new employee, and all calculations of benefits based on seniority shall be from the date of last hire. However, if the employee resigned in good standing, in accordance with 10-6.6, his service shall be considered continuous for the purpose of vacation.
- C. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made provisional, in which case all benefits shall relate back to the time of initial hiring.
- D. New employees shall remain probationary after completion of three (3) months of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Township. Discharge during the probationary period shall not be subject to the civil service procedure, or to grievance procedure.
- E. The employer shall maintain an accurate, up-to-date seniority roster, showing the date of hire, classification and rate of pay of each employee covered by the Agreement and the Employer shall furnish copies of same to the Union in July of each year.
- F. The Township representatives acknowledge that seniority will prevail when Public Safety Telecommunicators select vacation leave. There shall be a yearly window during the month of November, to take effect the following January 1, when all Public Safety Telecommunicators shall pick their days off for the following year. Changes or requests based on hardship, emergencies or good cause shown, shall not be arbitrarily, capriciously or unreasonably withheld or denied by the Employer or its designees. Seniority shall also be the basis for the assignment/distribution of overtime among Public Safety Telecommunicators.

V. LONGEVITY

Longevity shall be in accordance with the Township Personnel Policies and ordinances governing the employees covered by this agreement for employees hired prior to May 1, 1991. Longevity shall not be granted to any employee whether part time or full time hired on or after May 1, 1991. The employees hired prior to May 1, 1991 will continue to receive longevity pay in accordance with years of service and percentage of base pay.

LONGEVITY PRIOR TO MAY 1, 1991

- 1.5% (upon completion of third year, beginning of fourth)
- 3.0 % (upon completion of seventh year, beginning of eighth)
- 4.5% (upon completion of eleventh year, beginning of twelfth)
- 6.0 % (upon completion of fifteenth year, beginning of sixteenth)
- 7.5% (upon completion of nineteenth year, beginning of twentieth)
- 7.5% (twenty years and over)

VI. WAGES

The parties agree that current employees in the bargaining unit shall receive salaries as set forth in Schedule B and Schedule C.

VII. HOURS OF WORK AND OVERTIME

A. 5-10.1 Regular Workweek. The normal workweek of the township shall be a five day period of consecutive work days.

- Administration, 35 hours
- Clerical, 35 hours
- Inspection and Health Departments, 37 ½ hours
- Construction Inspectors, 37 ½ hours
- Public Safety Telecommunicators, 40 hours

Unless agreed to by the Public Safety Telecommunicators, their work hours shall be as follows:

- Platoon 1 2300 hours - 0700 hours
- Platoon 2 0700 hours - 1500 hours
- Platoon 3 1500 hours - 2300 hours

As agreed to by the Township and the Union, two non-mandatory swing shifts will be added for Public Safety Telecommunicators, as set forth below. These shifts are non-mandatory and will only be filled by the approval of management if the shift is deemed to be necessary. The selection of employees for such shifts shall be handled in the same manner as shift selection for all other shifts.

Platoon 1a	1100 hours – 1900 hours
Platoon 2a	1900 hours – 0300 hours

As agreed to by the Township and the Union, during the hours of 1100 to 0300 there shall be at least three (3) Public Safety Telecommunicators on duty.

- B. All overtime shall be authorized in advance by a supervisor or department head.
- C. Time and one-half premium pay shall be paid for all hours in excess of eight (8) hours worked in one day. Time and one-half premium pay shall be paid for any work performed on the sixth day. Employees who work on the seventh day shall receive double time premium for these hours. See Article XI for Holiday provisions.
- D. The Township reserves the right to require qualified employees to work overtime whenever conditions so warrant, provided such right shall not be exercised capriciously. If an employee feels that his treatment under this clause has been improper or unfair he may utilize the grievance and advisory machinery to adjust his claim.

All predetermined overtime shall be distributed by seniority by shift. A seniority list will be posted for the overtime opportunities as follows: dispatchers by seniority within the shift that needs coverage, followed by the remaining dispatchers by overall seniority. Each dispatcher will be given the opportunity to sign up for or decline overtime by seniority.

Non-scheduled overtime occurring as a result of a sick call shall be distributed as follows:

1. On-duty dispatchers shall be given the first choice of taking the overtime by seniority.
2. If no on duty dispatcher selects to work overtime, the off-duty dispatchers within the shift that needs coverage shall be called by seniority.
3. If coverage is still needed, dispatchers on the on-coming shift shall be called by seniority.
4. If the shift is still not filled, all other off-duty dispatchers shall be called by seniority.

It is the employee's responsibility to make sure that their personal contact information is current. If one employee has multiple phone numbers in the Township's computer system, all phone numbers shall be called prior to contacting the next senior dispatcher on the seniority list.

If no dispatcher is available to cover the overtime shift, the least senior dispatcher working shall be obligated to stay for the remainder of the shift or until coverage is found.

- E. Pay Periods. The Township normally shall pay its employees on a payroll schedule that is once every week or a total of 52 times annually.
- F. Computation of Daily and Hourly Rates. Each payroll period normally shall consist of five (5) working days, so that the daily rate of pay of each employee normally shall be 1/260th of his annual salary. The hourly rate shall be computed by dividing the daily rate by the number of hours in the employee's prescribed workday. Upon the agreement of all other Township bargaining units, Local 3790 also agrees to move to a bi-weekly payroll. Without the acceptance of all other bargaining units, the current weekly payroll shall continue.
- G. Lunch. Lunch periods shall be for one hour.
- H. Travel Allowance.
 - 1. Employees, who are required to utilize their personal automobiles for job-related tasks, shall be compensated at the rate of \$.50/mile. This rate shall be modified to reflect the IRS standard, if different. This provision shall not apply if an employee receives a car allowance. These titles, with the amounts appended, include:

Bldg. Subcode Official		
Fire Protection Subcode Official	\$230/mo.	\$2,760/yr.
Plumbing Subcode Official	\$230/mo.	\$2,760/yr.
Building Inspector	\$230/mo.	\$2,760/yr.
Senior Code Enforcement Officer	\$230/mo.	\$2,760/yr.
Code Enforcement Officer	\$230/mo.	\$2,760/yr.
Fire Protection Inspector	\$230/mo.	\$2,760/yr.
Plumbing Inspector	\$230/mo.	\$2,760/yr.
Senior Assessing Aide	\$230/mo.	\$2,760/yr.
Electrical Subcode Official	\$230/mo.	\$2,760/yr.
Assistant Assessor	\$230/mo.	\$2,760/yr.
Assessing Aide	\$230/mo.	\$2,760/yr.

Nothing herein shall prohibit the Township from providing the use of a Township vehicle in lieu of the above compensation.

2. Use of Personal Vehicle

Expenses related to damage to an employee's personal vehicle while in use for authorized Township business shall be eligible for up to \$600.00 reimbursement by the Township provided such damage was not the result of negligence and/or carelessness on part of the employee.

I. Compensatory Time

The maximum amount of compensatory time an employee may accrue at any one time shall be two hundred and forty (240) hours as authorized by the Fair Labor Standards Act (FLSA). The amount includes compensatory time accrued at both straight time and premium time rates. If a supervisor authorizes work beyond normal working hours, the supervisor and subordinate must reach agreement as to whether the extra time will be compensated by use of compensatory time or overtime pay. Any employee who has accrued the maximum number of compensatory hours set forth above shall be paid overtime pay for all additional overtime hours worked in accordance with FLSA.

For the purposes of this section the following terms will have following meanings:

"Overtime" means time worked by an employee in excess of regular work week consisting of 35, 37.5 or 40 hours.

"Overtime Pay" means additional money paid to employees for overtime worked, paid at straight time or premium time (time and one-half or double time) rates.

"Compensatory Time" means leave time granted to an employee for having worked overtime provided at straight time or premium time rates.

No compensatory time request by a Public Safety Telecommunicator will be accepted by management if it is submitted more than thirty (30) days or less than five (5) days before the beginning of the requested leave time.

J. Public Safety Telecommunicators shall receive two weeks advance notice of a change in work shift.

K. Any employee who acts as secretary for any of the Township's Boards shall be compensated \$85 per meeting.

VIII. PERSONAL LEAVE

Each employee shall be entitled to three (3) paid personal days per year in addition to the holidays authorized pursuant to this contract. These personal days shall be approved by the employee's department head. Prior notice of 48 hours must be given for the first two days, while the third day requires only 24 hours notice. Personal days may not be taken before or after a holiday, or vacation time, without department head approval. Personal days may not be taken in increments of less than ½ hour, and shall not accumulate from year to year.

VIII A. UNIFORM ALLOWANCE

A. Mechanic in Police Department, Code Enforcement, Subcode Officials, Inspector, and Tax Assessor's field inspector staff titles:

1. Township provides basic uniform of:

- 3 pair of slacks
- 3 long sleeve shirts
- 3 short sleeve shirts
- 1 jacket

Township replaces uniform parts as they are worn and turned in for replacement.

2. Employee receives a uniform maintenance allowance of \$300/year paid semi-annually.
3. In lieu of (1) and (2) above, Township reserves the right to provide uniforms through a uniform service.
4. Employees will be reimbursed for the purchase of approved work boots for no more than \$80 paid not more than every six (6) months or up to \$160 annually.

B. Public Safety Telecommunicator in Department of Police:

1. The Township shall provide to a new hire the following basic uniform:

- 5 pair of slacks
- 5 long-sleeve pullover shirts
- 5 short-sleeve pullover shirts
- 1 pair of shoes
- 1 name tag
- 1 belt

After one year's employment, in lieu of providing replacement uniform parts, each Public Safety Telecommunicator shall receive \$500 paid semi-annually.

2. Employee receives a uniform maintenance allowance of \$300 paid semi-annually.

IX. VACATIONS

A. Amount of Vacation Leave.

All eligible, full-time employees of the Township shall be granted leave with pay for vacation purposes during each calendar year in accordance with the following schedule, based on length of employment as of date of employment. During the first year's employment, vacation may be taken as accumulated.

<u>Length of Employment</u>	<u>Vacation Time</u>
1 day up to 10 years	12 working days
10 years and one day up to 15 years	18 working days
15 years and one day and up	25 working days

All cumulative vacation permitted by Civil Service regulations shall be counted in satisfaction of the vacations provided for herein and shall not be in addition thereto.

In determining length of service for this purpose, the total years of service of each employee in all capacities shall be added.

B. Part-Time, Temporary or Probationary Employees.

Permanent part-time employees are eligible for vacation leave on a pro-rated basis. Temporary or seasonal employees shall not be entitled to vacation leave.

C. Accumulation.

Accumulation of vacation leave beyond that earned in a two-year period shall be permitted only with the consent of the appointing authority. Township employees, whether part-time or full-time, hired on or after May 1, 1991, shall not be permitted to carry over vacation leave beyond that which has been earned in a one-year period. Notwithstanding anything contained herein to the contrary, carryover rights as they pertain to accumulated vacation leave for all Township employees hired prior to May 1, 1991 are not affected by the foregoing limitations.

D. Choice of Time.

Vacations shall be scheduled by the manager and department heads so as to cause the least interference with the efficient conduct of township business. So far as possible, the preference of employees shall be accepted, with the preferences of those employees having seniority given first recognition. Subject to the approval of the appointing authority, vacation leave may be taken from time to time in units of ½ day minimums. Vacation time after the first year's employment shall be credited in full as of January of each year. Seniority shall mean length of service with the Township regardless of classification or title.

No request for accumulated vacation time by a Public Safety Telecommunicator will be accepted by management if it is submitted more than thirty (30) days or less than five (5) days before the beginning of the requested leave time.

X. ABSENCES

Leaves of Absence

A. Sick Leave

1. As used in this subsection, "sick leave" means paid leave that may be granted to each full-time classified and full-time unclassified employee who through sickness or injury becomes incapacitated to a degree that makes it impossible to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time permanent employees are eligible for sick leave on a pro-rated basis. Part-time and full-time temporary employees are not eligible for sick leave. Sick leave may be taken in ½ hour increments.
2. Full-time employees shall accumulate sick leave on the basis of 15 days of sick leave per year. In the first year of employment, employees shall be entitled to one day of sick leave for each month of employment.
3. Sick leave can be accumulated without limit during each employee's length of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half (1/2) day per full day of verifiable sick leave accumulated and not previously used; however, in no event shall this amount exceed \$15,000 per employee for any employee hired after 1 January 1995.
4. Accumulated sick leave may be used by an employee for personal illness, illness in an employee's immediate family, quarantine restrictions, pregnancy or disabling injuries. The term "immediate family" shall mean and refer only to the employee's spouse, child, parent or brother or sister, mother or father-in-law, grandchildren, or any member of the immediate household. Immediate

family sick leave shall not exceed five (5) working days in one calendar year without approval of the manager.

5. When an employee is absent from work because of illness for more than three (3) consecutive days, his supervisor may require the employee to submit a certificate from the employee's physician or the town physician relating to his illness. In the case of illness of a chronic or recurring nature causing an employee's periodic or repeated absence for one day or less, his department director may require one medical certificate for every six-month period.
6. An employee shall be eligible to receive donated sick leave from any AFSCME Local 3790 member if the employee:
 - a) has completed one (1) year of continuous service with the Township
 - b) has exhausted all accrued leave time
 - c) no member may donate more than 50% of their accumulated sick leave.
7. An employee whose accrued sick leave balance reaches zero in a given year, but then is absent from work shall be docked the corresponding hours of pay in the same calendar year. Anyone who is docked more than five (5) days pay in a year shall be subject to disciplinary action. Discipline shall progress in the following manner:
 - Verbal warning
 - Written warning
 - Written reprimand
 - 1 or 2 day suspension without pay -3 or 4 day suspension without pay
 - Major discipline
8. Sick Leave Donation: The Township and the Union agree to implement a sick leave donation program. The donation of sick time may be approved by the Township Manager in extenuating circumstances.

If a donor wishes to have his or her donated sick time paid back, the time must be returned within three (3) years of the donation.

B. Death in the Family Leave.

1. Every employee shall be granted leave with pay upon the death of a member of the family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) consecutive work days. If the funeral is outside the State of New Jersey, additional travel time up to a maximum of five (5) consecutive work days may be granted upon receiving prior approval for same by the department head. Family shall include: spouse, children, parents, brothers, sisters, brothers-in-law, sisters-in-law and spouse's parents, grandchildren, and grandparents of employee or spouse or the death of a relative

who resides with the employee or spouse or with whom the employee resides. Leave of absence may be more than three (3) consecutive work days and five (5) consecutive work days for travel time, if such death occurs outside the State of New Jersey. Each case is to be decided on its own merits and circumstances, and shall not set a precedent.

C. Special Leave.

1. In the event that an employee is unable to work due to a weather emergency or civil emergency, he may charge the time off to accumulated vacation leave or personal day, provided that he properly notifies his supervisor of his inability to work.
2. In the event that an employee wishes to observe a religious or national holiday for which no regular holiday has been declared, the employee may charge the time off to accumulated vacation or personal leave, provided the employee gives proper notification to the employee's supervisor.

D. Leave of Absence as Result of Injury in Line of Duty.

1. When full-time employee is injured in the line of duty, said employee shall receive those benefits provided in the Statutes, NJS 34:15-12.

E. Maternity Leave.

1. Maternity leave may be granted for a period of six months provided that the request for such leave is made in writing to the appointed authority no later than the end of the 7th month of pregnancy. This leave may be extended for an additional six (6) months with the approval of the manager and appointing authority. Requests for maternity leave must be favorably endorsed by the manager and approved by the appointing authority before becoming effective. If granted, such leave shall be without pay. Under no circumstances shall an employee work beyond the end of the eighth month of pregnancy.

F. Military Leave.

1. Any permanent employee, part-time or full-time, who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted a military leave of absence with regular pay for the period of such training, as is authorized by law. The paid leave of absence shall be in addition to his vacation. Permanent part-time employees shall receive pay for such leave on a prorated basis.
2. When a full-time or part-time permanent employee has been called to active



duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite leave of absence without pay for the duration of such active military service, provided that he does not voluntarily extend such service. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty with the township within 60 days following his honorable discharge from military service. It is requested that he notify the township of his intent to report for duty 30 days prior to his discharge from military service.

G. Leave without Pay.

1. Leave without pay may be granted to full-time and part-time permanent employees and to full-time unclassified employees. Normally, it shall be granted only when the employee has used his accumulated sick or vacation leave in the case of illness, or his vacation leave if leave without pay is requested for reasons other than illness. Written request for leave without pay shall be initiated by the employee, favorably endorsed by the manager and approved by the appointing authority. Such leave, except for military leave without pay, shall not be approved for a period of longer than six months at one time. The township committee may extend such leave for an additional six months or any portion thereof.

H. Requests for Leave.

1. A request for any type of leave shall be made on a form prescribed by the manager. Such request, whenever possible, shall be made far enough in advance to permit approval, and at the same time to permit coverage for the particular employment so that municipal service shall not suffer. In the case of sick leave, the employee shall notify his supervisor immediately if he is unable to report for work. An employee may request an unpaid leave under the New Jersey Family Leave Act, such leave to be in accordance with the statute.

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XI. HOLIDAYS

A. Paid Holidays.

The following official holidays with pay shall be observed by the Township:

New Year's Day	Labor Day
M.L. King, Jr. Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday (Presidents Day)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Post-Thanksgiving Day
Independence Day	Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Public Safety Telecommunicators will observe holidays on the day of occurrence, which will in no way affect the scheduling of Public Safety Telecommunicators to work on holidays.

B. Compensation for Working on Holidays.

Where it is necessary in order to maintain regular service to require an employee to work on an official holiday, such employee shall be compensated for the holiday plus additional time at straight time for all hours worked, either by pay or compensatory time. Scheduling of compensatory holiday time shall not be unreasonably denied. In the event that an employee cannot be scheduled to use compensatory holiday time in any given year, said employee shall be paid for all days not taken.

No request for holiday time by a Public Safety Telecommunicator will be accepted by management if it is submitted more than thirty (30) days or less than five (5) days before the beginning of the requested leave time.

C. Not Charged against Vacation or Sick Leave.

In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

D. Requirement for Holiday Pay.

To be eligible to receive holiday pay an employee shall work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless he has been excused by his supervisor or unless his supervisor is satisfied that his absence was justified.



- E. Public Safety Telecommunicators who work on Easter Sunday shall be paid at the rate of time and one-half for hours worked. A day-off shall also be provided at a later date in lieu of the Easter Sunday holiday.

XII. INSURANCE

- A. All insurance programs contained in the policies and ordinances of the Township shall remain in full force and effect. The township retains the right to change carriers or be self-insured at any time during the term of this agreement. Any significant change in the level of benefits is subject to the grievance procedure contained herein.
- B. Hospital, Medical, Dental Benefits.
 - 1. All Township employees and members of their immediate family shall be entitled to Hospital, Medical, and Dental Benefits in accordance with the terms and provisions of the plan currently in effect.
 - 2. The health insurance indemnity plan set forth in Section A and B 1 above and C below shall be modified in accordance with the following provisions effective 1 January 1996.
 - A. Medical/Hospitalization coverage shall be subject to utilization management incorporating the following techniques:
 - I. Hospitalization Pre-Certification
 - II. Second Surgical Opinion
 - III. Large Case Management
 - IV. Continued Stay Review
 - V. High Risk Pregnancy Management
 - B. Major Medical deductibles will be \$100 for single coverage and \$200 for family coverage. Co-insurance of 80% / 20% of the next \$3,000 and 100% thereafter.
 - C. Prescription coverage
 - I. \$3 co-pay for generic prescriptions and \$10 co-pay for brand name prescriptions.
 - II. \$5 co-pay for generic prescription 90 day mail order supply and \$15 co-pay for brand name prescription 90 day mail order supply.



D. Waiver of Employee Coverage of Health Benefits pursuant to NJSA 40A:70-17.1

I. The employee of the Township of Lakewood who is eligible for medical benefits pursuant to the Township Group Health Benefits but who is eligible for other health care coverage may waive coverage under the Township Plan.

II. In consideration for filing of such a waiver, the Township shall pay to the employee an annual amount of \$5,000.00 to be paid in two payments in the month of January and July.

III. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions that are applicable to the initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including but not limited to the retirement or death of the spouse or a divorce.

E. All other features of the 1994 Township plan of benefits will remain unchanged.

C. Group Health Insurance.

Hospitalization, Surgery, Rider J, Major Medical and Prescription (and \$2,000 life insurance for employees)

Dental Insurance for employees and dependents.

Optical Insurance for employees and dependents.

D. Employees who retire after 25 or more years of full-time service in the State retirement system, with 20 or more years of service with the Township of Lakewood, shall be entitled to remain enrolled in any health insurance available to township employees at the date of their retirement, upon the completion of the requisite application forms.

With regard to employees who retire after 25 or more years of full time service in the State retirement system, notwithstanding anything contained herein to the contrary, the Township of Lakewood shall assume financial responsibility only for the payment of that amount which would constitute the employee's contribution to the health benefits package. The employee shall assume financial responsibility for the payment of that amount attributable to the enrollment of any family members in said health benefits plan.

E. All new employees hired after the signing of this Agreement shall be required to pay a portion of the family coverage premium for the benefits described in B and C of this Article. This schedule shall be as follows:



<u>Year of Employment</u>	<u>Employee Co-Pay</u>
1	35%
2	28%
3	21%
4	14%
5	7%
6	0%

However, after the execution of this contract, the co-pay portion for any employee subject to this schedule shall never exceed 5% of an employee's salary in any one year.

XIII. EMPLOYMENT, PROMOTIONS AND MANAGERIAL RIGHTS

Civil Service.

The New Jersey State Civil Service Law and the Civil Service Rules of the State of New Jersey applicable to municipalities provide the basic framework for employment in the Township government. This chapter and all its provisions shall at all times be subject to the Civil Service Rules of the State of New Jersey, which prescribe basic minimum standards. To the extent that this Article may in any respect provide minimum standards which are less than those embodied in the Civil Service Rules of the State of New Jersey, the latter rules shall be deemed applicable; however, to the extent that the provisions of this Article contain benefits or provisions which are in excess of the minimum requirements of the Civil Service Rules of the State of New Jersey, the provisions of the "Article shall be deemed to be controlling.

Management Rights.

The following principals shall constitute the policies of the Township of Lakewood:

- A. Employment in the Township government shall be based on merit and fitness, free of personal and political considerations.
- B. Just and equitable incentives and conditions shall be established and maintained in order to promote efficiency and economy in the operation of the Township government.
- C. Positions with similar duties and responsibilities shall be classified and compensated on a uniform basis.
- D. Appointments, promotions and other personnel actions requiring the application of the merit principle shall be based on systematic tests and evaluations of knowledge and performance, and where appropriate these shall be carried out through the township's participation in the New Jersey State Civil Service System.

- E. Every effort shall be made to stimulate high morals by fair administration of this Article, and by consideration of the rights and interests of employees, consistent with the best interests of the public and the Township.
- F. The right to schedule work hours and transfer employees.
- G. Discipline employees for poor performance, violations of rules of conduct and abuse of sick leave, patterns of lateness and behavior inconsistent with policies of the Township and best interests of the community.
- H. Determine the size of the work force and the technology to carry out the mission of the department and Township.
- I. Appointment. Except as is otherwise provided by law or provided herein, all officers and employees appointed to positions of employments for the township, after the effective date of this section, shall be bona fide residents of the Township of Lakewood. A bona fide resident for the purpose of this section is a person having a permanent domicile within the Township and one which has not been adopted with the intention of again taking up or claiming a previous residence acquired outside of the township.
- J. Eligibility of Applicants for Positions and Employments in the Classified Service of the Township. The Township Committee hereby limits the eligibility of applicants for positions and employments in the classified service of the township to bona fide residents except as otherwise provided herein or by law.
- K. Unavailability of Qualified Residents for Available Specified Positions or Employments: Nonresident Employees to Become Bona Fide Residents Within One Year of Appointment. Whenever the governing body shall by resolution determine that there cannot be recruited a sufficient number of qualified residents for available specific positions or employments, the township officials or the Civil Service Commission, as the case may be, shall advertise for other qualified applicants who shall be classified as follows:
 1. Other residents of Ocean County.
 2. Other residents of counties contiguous to Ocean County.
 3. Other residents of the State.
 4. All other applicants.

The township shall first appoint all those in class 1, and then those in each succeeding class in the order above listed after all qualified applicants in the preceding class or classes have been appointed or have declined an offer of appointment.

It shall be specified at the time of employment that all nonresidents subsequently appointed to positions of employment for the Township of Lakewood, after the effective date of this section, shall become bona fide residents of the township within one year of

their appointment.

- L. Failure to Maintain Residency; Notification; Grounds for Discharge. Failure of any such employee to maintain residency in the township shall be cause for removal or discharge from service provided the township officials give the employee written notification that failure to again take up bona fide residency in the township within six months of such notification will result in removal or discharge from service.
- M. Specific Positions and Employment Requiring Special Talent or Skills; Filling Without Reference to Residency. Whenever the Township Committee shall determine by resolution that there are certain positions or employments requiring special talents or skills which are necessary for the operations of the township and which are not likely to be found among the residents of the township, such positions or employments so determined shall be filled without reference to residency.

Any such resolution shall set forth in detail the reasons upon which such a determination is made.

- N. Preference in Promotion to Bona Fide Residents. When promotions are based on merit as determined by suitable promotion tests or other objective criteria, officers and employees who are bona fide residents shall be given preference over a nonresident in any instance when all measurable criteria are equal. The preference granted by this section shall in no ways diminish, reduce, or affect the preference granted pursuant to any other provision of law.
- O. Preemption by Order of Court or of State or Federal Agency to Eliminate Discrimination. Any requirements concerning eligibility, appointment or promotion contained in this section shall be subject to any order issued by any court, or by any State or Federal agency pursuant to law, with respect to a requirement of action to eliminate discrimination in employment based upon race, creed, color, national origin, ancestry, marital status, sex, or sexual preference, except that any such nonresident appointees shall become bona fide residents of the township within one year of appointment.
- P. All time clocks shall be removed. However, Departments will maintain a sign-in and sign-out sheet for all employees. All recordings of time sheets shall be the responsibility of the department supervisor. All regulations applying to the time clock are rescinded.

Appointment.

- A. Basis for Original Appointment. Original appointments to vacancies in the Township service shall be based upon merit, fitness and ability, which shall be determined by competitive examinations insofar as practicable, and shall be in accordance with the Civil Service Rules of the State of New Jersey.

- B. Temporary Appointments. In the absence of an appropriate list or for the filling of temporary or seasonal positions, or temporarily in the case of emergencies, vacancies may be filled by temporary appointments by the appointing authority. Such temporary appointments shall have a maximum duration of six months.
- C. Provisional Appointments. Pending the establishment of an appropriate eligible list, vacancies in permanent positions may be filled by provisional appointments. Such appointments shall continue only until an appropriate eligible list is established. Such provisional employees shall possess minimum qualifications established for the vacant position.
- D. Probationary Period.
 - 1. All employees appointed permanently to the classified service shall serve a probationary period of 90 days. At the expiration of the probationary period, the appointing authority, in consultation with the manager, may discontinue the service of any such employee if in the appointing authority's opinion the employee is unwilling or unable to perform the duties of his position in a satisfactory manner, or if the employee is of such reputation and habits as not to merit continuance in the service of the township.
 - 2. A 90-day probationary period shall also apply to an employee promoted to a higher classification. Such probationary status will in no way affect the rights and status in the original or lower classification.
- E. Posting of Vacancies. The Township shall post all union vacancies including newly created positions, for a period of ten (10) calendar days prior to opening the position up to non-union employees of the Township. The posting shall include salary range and a brief job description of the title to be filled. A copy of the posting shall be sent or given to the Local Union Representative at the time of posting.

XIV. UNION ACTIVITIES

- A. The Union President shall be able to attend bi-monthly District Executive Board meetings as long as advance notice is provided to the Municipal Manager.
- B. No more than two (2) members shall be allowed to attend the International and State conventions without loss of pay. Said attendance shall be a maximum of three (3) days.
- C. Bulletin Board space shall be provided by the Township to post Union information for its members in the Municipal Building or pertinent work areas.



XV. MANAGEMENT OF TOWNSHIP'S AFFAIRS

It is recognized that the management of the Township government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the township. Accordingly, the township retains the rights including but not limited to, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause; assignment, promotion or transfer; to determination of the amount of overtime to be worked; the relief of employees from duty because of lack of work or for other legitimate reasons; decision regarding the number and location of its facilities, stations, etc.; determination of the work to be performed within the unit; maintenance and repair; amount of supervision necessary; scheduling shifts; machinery and tool equipment, methods, schedule of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this agreement.


The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.



XVI. DURATION OF AGREEMENT

This agreement shall be in full force and effect as of 1 January 2011 and shall remain in effect to and including 31 December 2012.

AGREEMENT:



AFSCME LOCAL #3790

10/11/11

DATE

Jackie Maxwell of 10-25-11
ATTEST: Mattee Hamell



TOWNSHIP OF LAKEWOOD

10/7/11

DATE

ATTEST: Myra Ann DelMarta
TOWNSHIP CLERK



SCHEDULE A

<u>TITLE</u>	<u>GRADE</u>
ACCOUNT CLERK	2
ADMINISTRATIVE CLERK – TYPING	5
ADMINISTRATIVE SECRETARY	5
ALTERNATE DEPUTY REGISTRAR OF VITAL STATISTICS	1
ANALYST GRANT APPLICATIONS/PROGRAM MONITOR	5A
ASSESSING AIDE	4
ASSESSING CLERK	2
ASSISTANT ASSESSOR	5
ASSISTANT PURCHASING AGENT	4
BUILDING/FIRE PROTECTION INSPECTOR	7A
BUILDING INSPECTOR	6A
BUILDING INSPECTOR, BILINGUAL SPANISH & ENGLISH	6A
BUILDING SUBCODE OFFICIAL	8A
CLERK STENOGRAPHER	2
CLERK TYPIST	1
CLERK TYPIST, BILINGUAL	1
CODE ENFORCEMENT OFFICER	4A
CODE ENFORCEMENT OFFICER TRAINEE	4A
CRIME PREVENTION AIDE	6A
DEPUTY MUNICIPAL COURT ADMINISTRATOR	5
DEPUTY REGISTRAR OF VITAL STATISTICS	3
ELECTRICAL INSPECTOR	6A
ELECTRICAL SUBCODE OFFICIAL	8A
FIRE PROTECTION INSPECTOR	6A
FIRE SUBCODE OFFICIAL	8A
HOUSING INSPECTOR	4A
MECHANICAL/PLUMBING INSPECTOR	7A
MUNICIPAL COURT ATTENDANT	2B
PERMIT CLERK	2
PLANNING AIDE	2
PLUMBING INSPECTOR	6A
PLUMBING SUBCODE OFFICIAL	8A
POLICE MECHANIC	5B
POLICE RECORDS CLERK	2
PRINCIPAL ACCOUNT CLERK – TYPING	4
PRINCIPAL ASSESSING CLERK	4
PRINCIPAL ASSESSING CLERK – TYPING	4
PRINCIPAL CLERK	3
PRINCIPAL CLERK TRANSCRIBER	4
PRINCIPAL CLERK TYPIST	3
PRINCIPAL CLERK TYPIST, BILINGUAL	3

<u>TITLE</u>	<u>GRADE</u>
PRINCIPAL PAYROLL CLERK	4
PRINCIPAL TAX CLERK	4
PUBLIC SAFETY TELECOMMUNICATOR	3C
PUBLIC SAFETY TELECOMMUNICATOR TRAINEE	2C
PURCHASING ASSISTANT	3
RECEPTIONIST, BILINGUAL	1
RECEPTIONIST – TYPING	1
SECRETARY, BOARD OR COMMISSION	3
SENIOR ACCOUNT CLERK	3
SENIOR ASSESSING AIDE	4B
SENIOR ASSESSING CLERK	3
SENIOR ASSISTANT ASSESSOR	6
SENIOR CLERK, BILINGUAL	3
SENIOR CLERK/INTERPRETER, BILINGUAL	3
SENIOR CLERK/STENO, BILINGUAL	3
SENIOR CLERK TRANSCRIBER	3
SENIOR CLERK TYPIST	2
SENIOR CLERK TYPIST, BILINGUAL	2
SENIOR CODE ENFORCEMENT OFFICER	5A
SENIOR POLICE RECORDS CLERK/TYPING	3
SENIOR PUBLIC SAFETY TELECOMMUNICATOR	4C
SENIOR TAX CLERK	3
SUPERVISING ASSESSING CLERK	4
SUPERVISING FIRE PROTECTION INSPECTOR	8A
SUPERVISING TAX CLERK	5
SUPERVISING SCHOOL TRAFFIC GUARD	3
SUPERVISOR OF ACCOUNTS	5
TAX CLERK	2
TECHNICAL ASSISTANT – LAND USE	5
TECHNICAL ASSISTANT – OFFICE OF CONSTRUCTION OFFICIAL	3
TELEPHONE OPERATOR	1

2011 SCHEDULE B – RANGE

<u>GRADE</u>	<u>HIRING MINIMUM</u>	<u>MAXIMUM</u>			
1	\$25,422.48	\$39,298.56			
2	\$27,458.40	\$42,551.34			
3	\$29,694.24	\$46,130.52			
4	\$32,154.48	\$50,067.72			
5	\$34,860.54	\$54,398.64			
6	\$37,839.96	\$59,164.08			
7	\$41,116.20	\$64,403.82			
8	\$44,718.84	\$70,170.90			
3A	\$31,690.38	\$49,302.72			
4A	\$34,325.04	\$53,517.36			
5A	\$37,225.92	\$58,159.38			
6A	\$40,416.48	\$63,262.44			
7A	\$43,927	\$68,879.58			
8A	\$47,789.04	\$75,056.70			
1B	\$28,808.88	\$44,664.78			
2B	\$31,132.44	\$48,386.76			
3B	\$33,689.58	\$52,476.96			
4B	\$36,503.76	\$56,977.20			
5B	\$39,591.30	\$61,920.12			
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
*2C	\$40,376.70				
3C	\$42,190.26	\$46,836.36	\$49,196.64	\$51,556.92	\$54,084.48
	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	
	\$54,478.20	\$56,994.54	\$58,944.78	\$60,985.80	

2012 SCHEDULE C- RANGE

<u>GRADE</u>	<u>HIRING MINIMUM</u>	<u>MAXIMUM</u>			
1	\$25,930.93	\$40,078.41			
2	\$28,007.57	\$43,402.37			
3	\$30,288.12	\$47,053.13			
4	\$32,797.57	\$51,069.07			
5	\$35,557.75	\$55,486.61			
6	\$38,596.76	\$60,347.36			
7	\$41,938.52	\$65,691.90			
8	\$45,613.22	\$71,574.32			
3A	\$32,324.19	\$50,288.78			
4A	\$35,011.54	\$54,587.71			
5A	\$37,970.44	\$59,322.57			
6A	\$41,224.81	\$64,527.69			
7A	\$44,805.54	\$70,257.17			
8A	\$48,744.82	\$76,557.83			
1B	\$29,385.06	\$45,558.08			
2B	\$31,755.09	\$49,354.50			
3B	\$34,444.97	\$52,526.50			
4B	\$37,233.84	\$58,116.74			
5B	\$40,383.13	\$64,421.69			
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
*2C	\$41,184.23				
3C	\$43,034.07	\$47,773.09	\$50,180.58	\$52,588.06	\$55,166.17
	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	
	\$55,567.76	\$58,134.43	\$60,174.68	\$62,205.52	

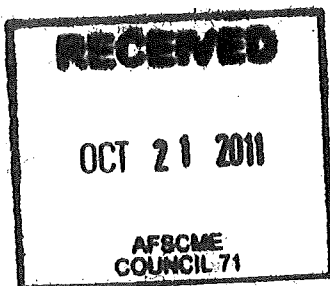
SCHEDULES A - C (continued)

BASE GRADE - 35 HOURS PER WEEK

A - 37.5 HOURS PER WEEK

B - 40 HOURS PER WEEK

1. For the year 2011, all employees covered by this agreement shall receive on 1/1/11 an increase in base salary of 2.0%.
2. For the year 2012, all employees covered by this agreement shall receive on 1/1/12 an increase in base salary of 2.0%.
3. The Mechanic in the Police Department shall receive an additional \$500 each year of the contract.
4. After an employee has been in the title of Assessing Aide for a period of two (2) years, he/she shall be placed in Grade 4A. After five (5) years of employment in the title of Assessing Aide, an employee shall be promoted to the title of Senior Assessing Aide.
5. Any employee promoted to a higher grade position shall receive the greater of 7.5% per grade or the minimum of the grade for the new position.



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